

Terms and Conditions

General Terms

These General Terms and travel regulations are a component part of the Agreement between Real Tours, LLC, (dba *TrulyCroatia* Tours), (hereinafter: the Agency) and the travel contractor (hereinafter: the Traveler). All the information and terms in the program and these General Terms are binding for both the Agency and the Traveler.

Offers

The Agency ensures services according to the information published and valid at the time of the reservation confirmation, and according to the description and travel period in accordance with confirmed reservations except in circumstances beyond our control which cannot be foreseen nor eliminated (natural disaster such as earthquakes, floods, sanitary disruptions, fires, droughts, wars, strike, terrorist action and limitations issued by the government mobilization, country exit ban).

Reservations and Payment

Inquiries and accommodation reservations can be made via e-mail, as well as at the office of our partner travel agencies. By confirming a reservation, the Traveler confirms that he or she has read these General Terms and Conditions of the travel services and fully comprehends and accepts these terms which are binding for both the Traveler and the Agency.

The Agency provides the Traveler with the appropriate materials in electronic form, presenting all relevant information regarding the trip, and provides or points out the general terms and conditions of the trip which are an integral part of this Agreement, as well as offers of travel insurance package. The Traveler is obligated to provide any information required for the reservation process.

A non-refundable 20% deposit or minimum EUR 200 (as noted for certain tours on website) per person is required upon confirmation of reservation. The balance payment is due at least 60 days before arrival unless otherwise specified upon booking confirmation. All final prices and payments will be shown in USD. If final payment is not received by the specified date, we reserve the right to cancel the reservation.

The payers and recipients bank transfer fees are covered entirely by the client. The amount your credit card account will be charged for is obtained through the conversion of the price in USD into Croatian kuna according to the current exchange rate of the Croatian National bank. When charging your credit card, the same amount is converted into your local currency according to the exchange rate of credit card associations. As a result of this conversion there is a possibility of a slight difference from the original price stated on our website.

Change Fee

Any changes requested after reservation confirm, may be subject to a fee.

Sojourn Tax

According to the Law on sojourn tax of the Republic of Croatia, the Traveler is obligated to pay the sojourn tax along with his/her accommodation payment. According to the Law on sojourn tax of the Republic of Croatia, the sojourn tax is approximately 7 kuna per person per day for adults and is collected by accommodation providers on your behalf. This is not included in final tour price, unless otherwise noted.

Adolescents from the age of 12 to 18 (but not after they turned 18) are entitled to 50% discount, while children under the age of 12 are exempted from paying the sojourn tax. The total amount of the sojourn tax for a specific reservation is determined by the destination in the Republic of Croatia as well as the accommodation service dates.

The final tour price that you pay includes all taxes and fees for transportation, hotel occupancy (excluding sojourn tax) and other travel related services as stated in itinerary.

Price Guarantee

Prices in our brochure and website are based on costs and exchange rates. All final prices are quoted in USD.

No surcharge in respect of costs or currency fluctuations will be made within 30 days of the commencement of the land content of any holiday or once payment of the deposit of your land tour has been received. The price of your travel arrangements can be varied due to changes in transportation costs such as fuel, scheduled airfares and any other airline cost changes which are part of the contract between airlines (and their agents) and the tour operator or organizer. The price of your travel arrangements can also be varied due to government action such as changes in VAT or any other government imposed changes and currency changes in relation to an exchange rate variation. In the case of any small variation, an amount equivalent to 2% of the price of your travel arrangements, which excludes any amendment charges, will be absorbed or retained. For larger variations this 2% will still be absorbed for increases but not retained from refunds. In either case there will be an administration charge 1% per person together with an amount to cover agents' commission.

Cancellation & Refund

TRULYCROATIA TOURS reserves the right, in its sole discretion, to reject an individual at any time prior to departure, or to cancel the tour in which a TRAVELER is scheduled to participate. In the unlikely event of such a cancellation by *TrulyCroatia Tours*, or if a TRAVELER has been rejected, the total amount paid to *TRULYCROATIA TOURS* (less airfare) will be refunded, unless the cancellation is due to non-payment of the trip deposit and any subsequent payments of the tour price by the final payment due date. Other than such a refund, *TRULYCROATIA TOURS* will not be responsible to a TRAVELER for any other refund, costs, interest, liability or damages of any kind.

If TRAVELER cancels for any reason, he or she must notify *TRULYCROATIA TOURS* in writing. The cancellation will be effective upon our receipt of the written notification. *TRULYCROATIA TOURS* incurs substantial administrative and planning costs prior to the departure of TRAVELER. Therefore, regrettably, if TRAVELER cancels his or her participation in the PROGRAM, funds paid by TRAVELER to *TRULYCROATIA TOURS* can be refunded only as set forth below.

The 20% deposit / minimum EUR 200 is non-refundable at any time. Full payment is due 60 days prior to start of tour. The following cancellation schedule is effective:

61 days or more prior to the scheduled start date, the deposit is non-refundable, and any additional payments for the tour will be refunded, and the balance, not including any applicable airline cancellation penalties, will be refunded;

60 to 45 days prior to the scheduled start date, the deposit is non-refundable and any payments for the tour up to 50% will be retained, and the balance, not including any applicable airline cancellation penalties, will be refunded;

44 to 31 days prior to the scheduled start date, the deposit is non-refundable and any payments for the tour up to 75% will be retained, and the balance, not including any applicable airline cancellation penalties, will be refunded;

30 or fewer days prior to the scheduled start date, none of the traveler's expenditures on the tour will be refunded.

No refunds will be made for unused portions of the tour for any reason. Flight package costs are non-transferable.

TRAVELER is responsible for transportation costs to the start location or other designated gateway city. The TRAVELER is also solely responsible for any airfare or other travel fees, charges, expenses or penalties that might result from any cancellation of or change in the tour, whether the TRAVELER cancels the PROGRAM or it is cancelled or altered by *TrulyCroatia*.

It is very important that a Traveler understands the cancellation policy. If it is not clear, the traveler should ask for clarification. Agency cannot make exceptions to this cancellation policy for any reason, including medical emergencies. *TRULYCROATIA TOURS STRONGLY URGES THE TRAVELER TO PURCHASE TRIP CANCELLATION INSURANCE.*

If *TrulyCroatia Tours*, or booking partner, cancels a tour, we will re-book passengers on the same tour with a different departure date or a similar tour, if possible. All re-bookings are subject to availability. If that tour is unacceptable, *TrulyCroatia Tours* will refund all funds paid to *TrulyCroatia Tours*; and *TrulyCroatia*. *TrulyCroatia Tours* assume no responsibility or liability for any additional costs or fees relating to the issuance and/or cancellation of air tickets or other travel arrangements not made through *TrulyCroatia Tours*.

Itinerary Changes

We endeavor to operate the Tour as outlined herein. However, circumstances beyond our control may require an adjustment to the Tour or/and its inclusions. We strive to avoid such changes, but must reserve the right to make such modifications. If Traveler cancels his or her participation in the Tour because of a needed change, normal cancellation penalties will apply.

We must reserve the right to substitute hotels if necessary.

Sharing Rooms

If you cancel your tour and were sharing a room with another tour participant the cost of a single room supplement will be deducted from your refund (if any). If no refund is forthcoming, your tour deposit will be applied to the single room supplement.

Categorization and Service Description

The offered accommodation units are described in accordance with the official categorization of the proper authority, as well as the actual state of the unit at the time of its publication. The standards of accommodation, food, services and like vary depending on the destination and are not subject to comparison. The information provided to the Traveler at the point of sale does not obligate the Agency any more than the information stated on the web pages of www.trulycroatia.com or in the catalog of other printed materials of the Agency.

Obligations of the Agency

The Agency's obligation is providing services as well as selecting the service provider while taking into consideration the rights and interests of Travelers in accordance with the traditions of the tourism industry. The Agency will fulfil all the above mentioned obligations as described, except in circumstances beyond its control. .

Obligations of the Traveler

The Traveler is obligated to:

Have valid travel documentation.

Respect and abide by all customs and foreign exchange regulations of the destination country.

Respect and abide by all customs and foreign exchange regulations as well as the laws and other regulations of the Republic of Croatia as well as other countries which he/she passes through or resides in. Enquire whether or not he/she require a visa for the destination country as well as neighboring countries. In the event the Traveler is unable to continue the trip as a result of being in direct violation of these regulations, the Traveler is responsible for all related expenses.

Abide by house rules of the accommodation unit as well as cooperate with the service providers in a well-intentioned manner.

Upon arriving at the destination, present the service provider with the document proving the paid service (voucher received via e-mail).

If Traveler does not follow these regulations, he/she will be held responsible for any expenses or damages. By confirming a reservation, the Traveler has agreed to compensate the service provider on the spot for any potential damage caused by he/she own negligence.

Travel Insurance

The cost of the trip does not include the travel insurance „package“: insurance against accidents and illness that may occur during the trip, damage or loss of luggage or voluntary health insurance. Should the Traveler request additional insurance, arrangements can be made with the insurance company. Please review your insurance policies carefully including all exclusions and limitations. Agency is not a licensed insurance broker and it can neither interpret nor advise on the contents of any insurance policy.

Luggage/Personal Effects

The Agency is not responsible for lost, damaged or stolen luggage, nor for stolen luggage or any valuables kept in the accommodation unit (renting a safe is possible or buying and the insurance package which would include luggage insurance is recommended). Lost or stolen luggage should be reported to the accommodation service provider or to the relevant police station.

Photography

Participants on tour may be photographed for the educational and promotional purposes of Agency. Photographs may be printed in publications and posted on websites to promote Agency. Travelers who prefer that their image not be used must advise the tour manager at the beginning of the tour.

Passports & Visas

A valid passport is required of all tour participants. It must be valid six months after date of return.

Non-US citizens must consult with the appropriate consulates to determine if any visas are needed. All passengers, regardless of the passport they hold, should check with the appropriate consulates to determine if any visas are needed. Securing any needed visas is the responsibility of the tour participant.

Gratuities

Customary gratuities to the motor coach driver, tour escort, tour guide, and hotel staff are not included. These gratuities should be extended on a voluntary, individual basis.

Travelers Requiring Special Assistance

Traveler must report any disability requiring special attention at the time a reservation is requested. *TrulyCroatia* will make reasonable attempts to accommodate the special needs of such Traveler, but does not guarantee this, and is not responsible for any denial of services by airlines, Croatian carriers, hotels, and other independent suppliers. *TrulyCroatia* regrets that it cannot provide individual assistance to a Traveler for walking, dining, getting on and off motor coaches, ships and other transportation vehicles, or assist with other personal needs. Travelers who need such assistance must be accompanied by a qualified companion who is also a Traveler in the tour.

Age Policy (optional)

Due to the educational and cultural nature of our tours, participants on *TrulyCroatia* tours should be at least 10 years old. Exceptions may be made on a case-by-case basis.

Website Accuracy

TrulyCroatia attempts to provide on this site information that is as accurate and up-to-date. However, the information on *TrulyCroatia* websites is presented "as is." In using our websites you accept that *TrulyCroatia* makes no warranty regarding the accuracy, currency or fitness of the information contained within its sites. Inasmuch as *TrulyCroatia* may provide links to other sites on the internet, you accept that *TrulyCroatia* bears no responsibility for the accuracy of the information presented in linked websites.

Governing Law

The laws of the State of New York govern the rights and obligations of the parties to this Agreement and the interpretation, construction and enforceability thereof. You agree that any action or proceeding brought by me against any Released Party shall be brought solely in the courts of New York located in Queens County. In the event any action or proceeding is initiated by me in a court outside of Queens County, New York, You agree to pay *TrulyCroatia's* costs and reasonable attorney fees associated with defending such action or proceeding. The parties agree that in the event that any



action or proceeding is initiated by either party in Queens County, New York, the prevailing party shall be entitled to recover costs and reasonable attorney's fees.

Intent to be Bound

By registering for a Tour, the Traveler agrees to these Terms and Conditions herein.

Traveller(s) Sign Here & Date

Travel Insurance Confirmation

Please confirm whether a Travel Insurance quote is required: Yes / No

If no, please sign here declining Travel Insurance via *TrulyCroatia* Tours Insurance Partners.
